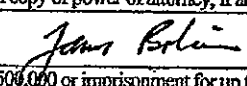


Exhibit G

Noteholders' Proofs of Claim and Guarantee Claim (in pertinent parts)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCs, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCs Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Appaloosa Investment Limited Partnership I Name and address where notices should be sent: Appaloosa Investment Limited Partnership I c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000 Fax: (973) 701-7055		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: <u>11/25/09</u>
Name and address where payment should be sent (if different from above): Appaloosa Investment Limited Partnership I c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000; Fax: (973) 701-7055 Telephone number		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed, June 1, 2009: <u>\$74,182,199.51</u> Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor, and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again. 5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$
2. Basis for Claim: <u>See Attachment</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		Amount entitled to priority: \$ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  James Bolin, Partner </div>		FOR COURT USE ONLY

**Attachment to Amended Proof of Claim of
Appaloosa Investment Limited Partnership I Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Appaloosa Investment Limited Partnership I ("Claimant") is the beneficial holder of (a) £17,727,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £23,534,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$74,182,199.51 under the Guarantee, representing \$67,845,462.30 of principal and \$6,336,737.21 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Appaloosa Investment Limited Partnership I
c/o Appaloosa Management L.P.
51 John F. Kennedy Parkway
Short Hills, NJ 07078
Attn: Kenneth Maiman
Tel: (973) 701-7000
Fax: (973) 701-7055

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in

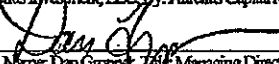
this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,903,568v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (See Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Aurelius Investment, LLC Name and address where notices should be sent: Aurelius Investment, LLC 535 Madison Avenue, 22 nd Floor New York, New York 10022 Attn: Dan Gropper Fax: (212) 786-5870 Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Bruce R. Zirinsky, Esq. Nancy A. Mitchell, Esq. Tel: (212) 801-9200		Your Claim Is Scheduled As Follows: <div style="text-align: center;"> U.S. BANKRUPTCY COURT S.D.N.Y. 2009 NOV 30 P 3:21 FILED </div>
Name and address where payment should be sent (if different from above): Aurelius Investment, LLC 535 Madison Avenue, 22 nd Floor New York, New York 10022 Attn: Dan Gropper Fax: (212) 786-5870		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 138,250,962.36 Subject to Attachment (If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.) <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Aurelius Investment, LLC By: Aurelius Capital Management, LP, solely as investment manager and not in its individual capacity By:  Name: Dan Gropper, Vice Managing Director		FOR COURT USE ONLY

**Attachment to Amended Proof of Claim of
Aurelius Investment, LLC Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Aurelius Investment, LLC ("Claimant") is the beneficial holder of (a) £246,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £75,450,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A., as paying agent (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$138,250,962.36 under the Guarantee, representing \$124,466,932.80 of principal and \$13,784,029.56 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

Aurelius Investment, LLC
535 Madison Avenue, 22nd Floor
New York, New York 10022
Fax: (212) 786-5870
Email: dgropper@aurelius-capital.com
Attn: Dan Gropper

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court,

with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,889,725v17 11-28-09

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Drawbridge DSO Securities LLC Name and address where notices should be sent: Drawbridge DSO Securities LLC 1345 Avenue of the Americas, 46 th Floor New York, NY 10105 Attn: Constantine M. Dakolias Fax: (212) 798-6099		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09
Name and address where payment should be sent (if different from above): Drawbridge DSO Securities LLC 1345 Avenue of the Americas, 46 th Floor New York, NY 10105 Attn: Constantine M. Dakolias Fax: (212) 798-6099 Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$27,466,464.50 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		FOR COURT USE ONLY
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;"> CONSTANTINE M. DAKOLIAS PRESIDENT </div>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
Modified B10 (GCC) (12/08)

**Attachment to Amended Proof of Claim of
Drawbridge DSO Securities LLC Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Drawbridge DSO Securities LLC ("Claimant") is the beneficial holder of (a) £13,739,961.00 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £1,800,000.00 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, the Debtor, Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor") fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$27,466,464.50 under the Guarantee, representing \$25,552,357.87 of principal and \$1,914,106.63 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant, representation, warranty or other

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

Drawbridge DSO Securities LLC
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attn: Constantine M. Dakolias
Fax: (212) 798-6099

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver

of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,898,138v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		Your Claim is Scheduled As Follows: U.S. BANKRUPTCY COURT FILED 2009 NOV 30 P 3:24 S.D.N.Y.
Name of Creditor (the person or other entity to whom the debtor owes money or property): Drawbridge OSO Securities LLC		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09
Name and address where notices should be sent: Drawbridge OSO Securities LLC 1345 Avenue of the Americas, 46 th Floor New York, NY 10105 Attn: Constantine M. Dakolias Fax: (212) 798-6099 Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Bruce R. Zirinsky, Esq. Nancy A. Mitchell, Esq. Tel: (212) 801-9200		
Name and address where payment should be sent (if different from above): Drawbridge OSO Securities LLC 1345 Avenue of the Americas, 46 th Floor New York, NY 10105 Attn: Constantine M. Dakolias Fax: (212) 798-6099 Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$4,443,500.05 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan—11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units—11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case—11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other—Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 11/30/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. CONSTANTINE M. DAKOLIAS PRESIDENT	
FOR COURT USE ONLY		

**Attachment to Amended Proof of Claim of
Drawbridge OSO Securities LLC Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Drawbridge OSO Securities LLC ("Claimant") is the beneficial holder of (a) £2,058,039.00 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £450,000.00 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, the Debtor, Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor") fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$4,443,560.05 under the Guarantee, representing \$4,123,968.53 of principal and \$319,591.52 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant, representation, warranty or other

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

Drawbridge OSO Securities LLC
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attn: Constantine M. Dakolias
Fax: (212) 798-6099

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver

of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,898,056v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):

Case No.

- ☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)

09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

Your Claim Is Scheduled As Follows:

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see item #3). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Elliott International, L.P.

☒ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Elliott International, L.P.
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000
Fax (212) 478-2311
Attn: Elliot Greenberg

Court Claim Number:
(If known)

Filed on: 11/25/09

Name and address where payment should be sent (if different from above):

Elliott International, L.P.
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000; Fax (212) 478-2311
Attn: Elliot Greenberg

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$85,698,820.86 Subject to Attachment

If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: See Attachment

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other

Describe: _____
Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Date: 11/30/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Elliott International, L.P., By: Elliott International Capital Advisors, Inc., as Attorney-in-Fact

By: Joshua Nadell Joshua Nadell, Vice President

FOR COURT USE ONLY

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08).

**Attachment to Amended Proof of Claim of
Elliott International, L.P. Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Elliott International, L.P. ("Claimant") is the beneficial holder of (a) £46,200,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £2,400,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.
2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$85,698,820.86 under the Guarantee, representing \$79,927,560.00 of principal and \$5,771,260.86 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Elliott International, L.P.
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000
Fax (212) 478-2311
Attn: Elliot Greenberg

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim or any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,910,722v8

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):

Case No.

- ☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)

09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

Your Claim Is Scheduled As Follows:

FILED
U.S. BANKRUPTCY COURT
2009 NOV 30 P 3:24
S.D.N.Y.

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): **FCOF UB Securities LLC**

☒ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

FCOF UB Securities LLC
 1345 Avenue of the Americas, 46th Floor
 New York, NY 10105
 Attn: Constantine M. Dakolias
 Fax: (212) 798-6099

Greenberg Traurig, LLP
 200 Park Avenue
 New York, NY 10166
 Attn: Bruce R. Zirinsky, Esq.
 Nancy A. Mitchell, Esq.
 Tel: (212) 801-9200

Court Claim Number:
 (If known)

Filed on: 11/25/09

Name and address where payment should be sent (if different from above):

FCOF UB Securities LLC
 1345 Avenue of the Americas, 46th Floor
 New York, NY 10105
 Attn: Constantine M. Dakolias
 Fax: (212) 798-6099
 Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$4,562,092.98 Subject to Attachment

If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: See Attachment
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other

Describe:

Value of Property: \$ _____ Annual Interest Rate _____%

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Date: 11/30/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

CONSTANTINE M. DAKOLIAS
PRESIDENT

FOR COURT USE ONLY

**Attachment to Amended Proof of Claim of
FCOF UB Securities LLC Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. FCOF UB Securities LLC ("Claimant") is the beneficial holder of (a) £2,333,000.00 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £250,000.00 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, the Debtor, Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor") fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$4,562,092.98 under the Guarantee, representing \$4,247,226.90 of principal and \$314,866.08 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant, representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the

FCOF UB Securities LLC
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attn: Constantine M. Dakolias
Fax: 212-798-6099

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in

this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,898,161v8

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> IMLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> IMLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> IMLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)	Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	Your Claim is Scheduled As Follows: U.S. BANKRUPTCY COURT S.D.N.Y. 2009 NOV 30 P 3-47
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Onex Debt Opportunity Fund, Ltd. Name and address where notices should be sent: Onex Debt Opportunity Fund, Ltd. c/o Onex Credit Partners, LLC 910 Sylvan Avenue, Suite 100 Englewood Cliffs, NJ 07632 Attn: Michael J. Gelblat Tel: (201) 541-2121 Email: mgelblat@onexcredit.com	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09	
Name and address where payment should be sent (if different from above): Telephone number:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$12,212,592.33 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$_____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. ONEX DEBT OPPORTUNITY FUND, LTD. by Onex Credit Partners, LLC, its Investment Manager By Michael J. Gelblat, Managing Member		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCC) (12/08).

**Attachment to Amended Proof of Claim of
Onex Debt Opportunity Fund, Ltd. Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Onex Debt Opportunity Fund, Ltd. ("Claimant") is the beneficial holder of (a) £1,750,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £5,000,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes") and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$12,212,592.33 under the Guarantee, representing \$11,099,025.00 of principal and \$1,113,567.33 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Onex Debt Opportunity Fund, Ltd.
c/o Onex Credit Partners, LLC
910 Sylvan Avenue, Suite 100
Englewood Cliffs, NJ 07632
Attn: Michael J. Gelblat
Tel: (201) 541-2121
Email: mgelblat@onexcredit.com

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect,

and replace, amend or supplement this Proof of Claim to include any claim at law or in equity.

The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

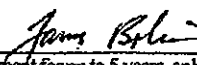
12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,934,837v6

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item 15). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		Your Claim Is Scheduled As Follows: FILED U.S. BANKRUPTCY COURT S.D.N.Y. 2009 NOV 30 P If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.	
Name of Creditor (the person or other entity to whom the debtor owes money or property): Palomino Fund Ltd. Name and address where notices should be sent: Palomino Fund Ltd. c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000 Fax: (973) 701-7055 Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Bruce R. Zirinsky, Esq. Nancy A. Mitchell, Esq. Tel: (212) 801-9200			<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09
Name and address where payment should be sent (if different from above): Palomino Fund Ltd. c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000; Fax: (973) 701-7055 Telephone number:			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$108,415,614.15 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____. Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.			
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  James Bolin, Partner		FOR COURT USE ONLY	

**Attachment to Amended Proof of Claim of
Palomino Fund Ltd. Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Palomino Fund Ltd. ("Claimant") is the beneficial holder of (a) £25,907,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £34,395,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$108,415,614.15 under the Guarantee, representing \$99,154,578.60 of principal and \$9,261,035.55 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Palomino Fund Ltd.
c/o Appaloosa Management L.P.
51 John F. Kennedy Parkway
Short Hills, NJ 07078
Attn: Kenneth Maiman
Tel: (973) 701-7000
Fax: (973) 701-7055

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

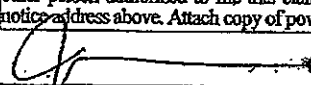
proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,903,571v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)	Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	FILED U.S. BANKRUPTCY COURT 2009 NOV 30 P 3:23 S.D.N.Y.
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item 6.5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Perry Partners International, Inc. Name and address where notices should be sent: Perry Partners International, Inc. c/o Perry Capital 767 Fifth Avenue New York, NY 10153 Attn: James Sorrentino Fax: (212) 583-4099	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09	
Name and address where payment should be sent (if different from above): Perry Partners International, Inc. c/o Perry Capital 767 Fifth Avenue New York, NY 10153 Attn: James Sorrentino Fax: (212) 583-4099 Telephone number:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ <u>\$102,691,204.67</u> Subject to Attachment <small>If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</small> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any.  Michael C. Neale General Counsel, Perry Corp. Investment	FOR COURT USE ONLY	

**Attachment to Amended Proof of Claim of
Perry Partners International, Inc. Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Perry Partners International, Inc. ("Claimant") is the beneficial holder of (a) £53,649,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £4,535,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes") and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A., as paying agent (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$102,691,204.67 under the Guarantee, representing \$95,671,951.20 of principal and \$7,019,253.47 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

Perry Partners International, Inc.
c/o Perry Capital
767 Fifth Avenue
New York, NY 10153
Fax: (212) 583-4099
Email: jsorrentino@perrycap.com
Attn: James Sorrentino

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,930,633v7

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> IM LCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> IM LCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> IM LC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)	Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	Your Claim Is Scheduled As Follows: FILED U.S. BANKRUPTCY COURT 2009 NOV 30 P 3:23 S.D.N.Y.
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Perry Partners LP Name and address where notices should be sent: Perry Partners LP c/o Perry Capital 767 Fifth Avenue New York, NY 10153 Attn: James Sorrentino Fax: (212) 583-4099	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09	If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.
Name and address where payment should be sent (if different from above): Perry Partners LP c/o Perry Capital 767 Fifth Avenue New York, NY 10153 Attn: James Sorrentino Fax: (212) 583-4099 Telephone number:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 33,208,985.63 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. 2. Basis for Claim: See Attachment (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: 11/30/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Michael C. Neus General Counsel PERAT CORP. PARTNER		

**Attachment to Amended Proof of Claim of
Perry Partners LP Against Motors
Liquidation Company f/k/a General Motors Corp., Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Perry Partners LP ("Claimant") is the beneficial holder of (a) £17,351,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £1,465,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A., as paying agent (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$33,208,985.63 under the Guarantee, representing \$30,939,148.80 of principal and \$2,269,836.83 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

Perry Partners LP
c/o Perry Capital
767 Fifth Avenue
New York, NY 10153
Fax: (212) 583-4099
Email: jsorrentino@perrycap.com
Attn: James Sorrentino

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court,

with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,930,628v7

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> JMLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Your Claim is Scheduled As Follows: 2009 NOV 30 P 3:47 S.D.N.Y. FILED S. BANKRUPTCY COURT	
Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)			
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item 95). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Redwood Master Fund, Ltd. Name and address where notices should be sent: Redwood Capital Management LLC 910 Sylvan Avenue Englewood, NJ 07632 Attn: Jonathan Kolatch Tel: (201) 227-5040 Fax: (201) 568-1340 Email: jkolatch@redwoodcap.com	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09		
Name and address where payment should be sent (if different from above): Telephone number:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	<small>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</small>	
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$14,056,804.16 Subject to Attachment <small>If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</small> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: See Attachment <small>(See instruction #2 on reverse side.)</small>			
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: <small>(See instruction #3a on reverse side.)</small>			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: ____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See Instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		FOR COURT USE ONLY	
Date: 11/30/09			
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Jon Kolatch - JONATHAN KOLATCH - Director - Redwood Master Fund, Ltd.			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. Modified B10 (CGC) (12/08).			

**Attachment to Amended Proof of Claim of
Redwood Master Fund, Ltd. Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Redwood Master Fund, Ltd. ("Claimant") is the beneficial holder of (a) £1,760,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £6,000,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$14,056,804.16 under the Guarantee, representing \$12,759,768.00 of principal and \$1,297,036.16 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Redwood Capital Management LLC
901 Sylvan Avenue
Englewood, NJ 07632
(201) 227-5040
(201) 568-1340
Email: jkolatch@redwoodcap.com

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect,

and replace, amend or supplement this Proof of Claim to include any claim at law or in equity.

The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,934,824v7

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):

- ☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)

Case No.

09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

Your Claim Is Scheduled As Follows:

FILED
U.S. BANKRUPTCY COURT
2009 NOV 30 P 3:22
S.D.N.Y.

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): The Liverpool Limited Partnership

☒ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

The Liverpool Limited Partnership
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000
Fax (212) 478-2311
Attn: Elliot Greenberg

Court Claim Number:
(If known)

Filed on: 11/25/09

Name and address where payment should be sent (if different from above):

The Liverpool Limited Partnership
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000; Fax (212) 478-2311
Attn: Elliot Greenberg

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 39,532,082.73 Subject to Attachment

If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: See Attachment
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:
\$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

- ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().

Amount entitled to priority:

\$ _____
*Amounts are subject to adjustment on 6/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

Date: 11/30/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

The Liverpool Limited Partnership, By: Liverpool Associates, Ltd., as General Partner

By: Joshua Nadell Joshua Nadell, Vice President

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08).

**Attachment to Amended Proof of Claim of
The Liverpool Limited Partnership Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. The Liverpool Limited Partnership ("Claimant") is the beneficial holder of (a) £20,800,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £1,600,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$39,532,082.73 under the Guarantee, representing \$36,839,040.00 of principal and \$2,693,042.73 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

The Liverpool Limited Partnership
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, NY 10019
Tel: (212) 974-6000
Fax (212) 478-2311
Attn: Elliot Greenberg

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim or any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

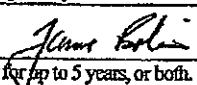
proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,910,693v8

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)	Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)	U.S. BANKRUPTCY COURT 2009 NOV 30 P 3:23 FILED
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Thoroughbred Fund LP Name and address where notices should be sent: Thoroughbred Fund LP c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000 Fax: (973) 701-7055	<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: 11/25/09	
Name and address where payment should be sent (if different from above): Thoroughbred Fund LP c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000; Fax: (973) 701-7055 Telephone number:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed, June 1, 2009: \$55,652,599.76 Subject to Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: See Attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 11/30/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  James Bolin, Partner	FOR COURT USE ONLY

**Attachment to Amended Proof of Claim of
Thoroughbred Fund LP Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Thoroughbred Fund LP ("Claimant") is the beneficial holder of (a) £12,654,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £18,277,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.
2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$55,652,599.76 under the Guarantee, representing \$50,859,843.30 of principal and \$4,792,756.46 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Thoroughbred Fund LP
c/o Appaloosa Management L.P.
51 John F. Kennedy Parkway
Short Hills, NJ 07078
Attn: Kenneth Maiman
Tel: (973) 701-7000
Fax: (973) 701-7055

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

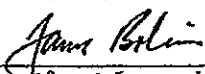
proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,903,570v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCs, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCs Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Your Claim Is Scheduled As Follows: <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> FILED U.S. BANKRUPTCY COURT 2009 NOV 30 P 3:23 S.D.N.Y. </div>
Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)		
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503 (b) (9) (see Item #5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Thoroughbred Master Ltd.</u>		
Name and address where notices should be sent: Thoroughbred Master Ltd. Greenberg Traurig, LLP c/o Appaloosa Management L.P. 200 Park Avenue 51 John F. Kennedy Parkway New York, NY 10166 Short Hills, NJ 07078 Attn: Bruce R. Zirinsky, Esq. Attn: Kenneth Maiman Nancy A. Mitchell, Esq. Tel: (973) 701-7000 Tel: (212) 801-9200 Fax: (973) 701-7055		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: <u>11/25/09</u>
Name and address where payment should be sent (if different from above): Thoroughbred Master Ltd. c/o Appaloosa Management L.P. 51 John F. Kennedy Parkway Short Hills, NJ 07078 Attn: Kenneth Maiman Tel: (973) 701-7000; Fax: (973) 701-7055.		
Telephone number:		If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.
<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.		
1. Amount of Claim as of Date Case Filed, June 1, 2009: <u>\$58,112,123.95</u> Subject to Attachment (If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>See Attachment</u> (See instruction #2 on reverse side.)		Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____. Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: <u>11/30/09</u>		FOR COURT USE ONLY
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: right;">  James Bolin, Partner </div>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Modified B10 (GCG) (12/08).

**Attachment to Amended Proof of Claim of
Thoroughbred Master Ltd. Against Motors
Liquidation Company f/k/a General Motors Corp, Debtor,
Chapter 11 Case No. 09-50026 (REG)**

1. Thoroughbred Master Ltd. ("Claimant") is the beneficial holder of (a) £13,214,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes"), which 2015 Notes were issued by General Motors Nova Scotia Finance Company ("Finance") in the principal amount of £350,000,000, and (b) £19,084,000 principal amount of Finance's 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which 2023 Notes were issued by Finance in the principal amount of £250,000,000. The Notes were issued pursuant to that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among Finance, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A. (the "Fiscal and Paying Agency Agreement"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed as Exhibit B are: the Notice of Meetings of the holders of each series of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 for the holders of the 2015 Notes, Voting Card 2 for the holders of the 2015 Notes, Voting Card 1 for the holders of the 2023 Notes and Voting Card 2 for the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. Pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement, the Debtor fully and unconditionally guaranteed each series of the Notes (the "Guarantee").

3. The Debtor owes Claimant the liquidated sum of not less than \$58,112,123.95 under the Guarantee, representing \$53,107,601.40 of principal and \$5,004,522.55 of interest due under the Notes.¹

4. This Proof of Claim also makes claim to all amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to the Claimant for the following unliquidated amounts:

A. Claimant's fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimant's agents and counsel);

B. the amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement;

C. any additional Notes that may be acquired subsequent to date hereof, and Claimant reserves the right to amend this Proof of Claim to include all such Notes subsequently acquired; and

D. damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Proof of Claim should be sent to:

¹ Interest on the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

Thoroughbred Master Ltd.
c/o Appaloosa Management L.P.
51 John F. Kennedy Parkway
Short Hills, NJ 07078
Attn: Kenneth Maiman
Tel: (973) 701-7000
Fax: (973) 701-7055

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Email: zirinskyb@gtlaw.com
Attn: Bruce R. Zirinsky, Esq.
Email: mitchelln@gtlaw.com
Attn: Nancy A. Mitchell, Esq.

7. Claimant reserves the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimant has or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, Claimant expressly preserves such right.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Proof of Claim is a general unsecured claim.

11. Claimant expressly reserves its right to (a) amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimant may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims, claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this court, with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other

proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

13. The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Proof of Claim does not encompass claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

NY 239,903,569v9

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet Saturn of Harlem, Inc.)		Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)
Name of Creditor (the person or other entity to whom the debtor owes money or property): Holders of 8.375% and 8.875% Guaranteed Notes Described in the Annexed Attachment.		<p style="text-align: center;">FILED U.S. BANKRUPTCY COURT S.D. OF N.Y. 2009 DEC 10 P 2:55</p> <p style="font-size: small;">If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
Name and address where notices should be sent: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Fiscal Agent Deutsche Bank Luxembourg S.A. 2, Bld Konrad Adenauer L-1115 Luxembourg Attn: Coupon Paying Department Facsimile: 352 47 3136 44 20 7547 0372 </div> <div style="width: 45%;"> Greenberg Traurig, LLP 200 Park Avenue New York, NY 10166 Attn: Bruce R. Zirinsky, Esq. Nancy A. Mitchell, Esq. Telephone: (212) 801-9200 Facsimile: (212) 801-6400 </div> </div>		
Name and address where payment should be sent (if different from above): Fiscal Agent Deutsche Bank Luxembourg S.A. 2, Bld Konrad Adenauer L-1115 Luxembourg Attn: Coupon Paying Department Facsimile: 352 47 3136 44 20 7547 0372		
Telephone number:		
1. Amount of Claim as of Date Case Filed, June 1, 2009: <u>\$1,072,557,531.72</u> Subject to the Attachment If all or part of your claim is secured, complete item 4 below; however if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with</small>
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>See Attachment</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain in an attachment.		
Date: 12/10/09		FOR COURT USE ONLY
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <u>Greenberg Traurig, LLP</u> </div> <div style="width: 35%; font-size: small;"> Greenberg Traurig LLP, as authorized by the Bankruptcy Court in its Order on the record at the hearing on November 20, 2009 </div> </div>		

**Attachment to Global Proof of Claim of
Holders of the 8.375% Guaranteed Notes due
December 7, 2015 and the 8.875% Guaranteed Notes due
July 10, 2023 Against Motors Liquidation Company f/k/a General
Motors Corp., Debtor, Chapter 11 Case No. 09-50026 (REG)**

1. This "Global Proof of Claim" is filed, pursuant to the Order of this Court made at the hearing on November 20, 2009 (the "Order"), and is filed on behalf of the holders ("Claimants") of (a) £350,000,000 principal amount of 8.375% Guaranteed Notes due December 7, 2015 (the "2015 Notes") and (b) £250,000,000 principal amount of 8.875% Guaranteed Notes due July 10, 2023 (the "2023 Notes" and together with the 2015 Notes, the "Notes"), which were issued by General Motors Nova Scotia Finance Company ("Finance"), pursuant to the terms and conditions of that certain Fiscal and Paying Agency Agreement, dated as of July 10, 2003, among General Motors Nova Scotia Finance Company, Motors Liquidation Company f/k/a General Motors Corporation (the "Debtor"), Deutsche Bank Luxembourg S.A., as fiscal agent, and Banque Général du Luxembourg S.A., as paying agent (the "Fiscal and Paying Agency Agreement"), and guaranteed by the Debtor pursuant to Section 5 of Schedule 1 to the Fiscal and Paying Agency Agreement (the "Guarantee"). A copy of the Fiscal and Paying Agency Agreement is annexed hereto as Exhibit A. Certain provisions of the Fiscal and Paying Agency Agreement were amended at a meeting of the holders of each series of the Notes held on June 25, 2009. Annexed hereto as Exhibit B are: the Notice of Meetings of the holders of the Notes; the Extraordinary Resolution containing certain amendments to the Fiscal and Paying Agency Agreement; the Voting Record of the June 25, 2009 meeting of the holders of the 2015 Notes; the Voting Record of the June 25, 2009 meeting of the holders of the 2023 Notes; copies of the voting cards (Voting Card 1 and Voting Card 2 for the holders of the 2015 Notes and Voting Card 1 and Voting Card 2 of the holders of the 2023 Notes) evidencing the votes taken at the June 25, 2009 meeting; and the Scrutineer's Report of Passing of Extraordinary Resolution.

2. This Global Proof of Claim asserts claims under the Guarantee (the "Guarantee Claims") of all holders of the Notes other than the Guarantee Claims asserted by the holders of the Notes in the proofs of claim listed and described in Exhibit C annexed hereto (the "Individual Proofs of Claim"). The claims asserted in this Global Proof of Claim together with the claims asserted in the Individual Proofs of Claim represent the entire amount of the Guarantee Claims. In accordance with Bankruptcy Rule 3001, any transferee of a Note is entitled to the benefits of this Global Proof of Claim or one of the Individual Proofs of Claim.

3. The Debtor owes Claimants the liquidated sum of \$1,072,557,531.72 under the Guarantee (representing \$986,580,000.00 in principal and \$85,977,531.72 in accrued interest due under the Notes¹) less the amount of the Guarantee Claims listed on Exhibit C.

4. This Global Proof of Claim also makes claim to all other amounts due under or relating to the Guarantee and the Notes, including, but not limited to, principal, premiums, and interest accruing after June 1, 2009 (the "Petition Date"), to the extent applicable.

5. In addition to the foregoing, the Debtor was, at the Petition Date, and is now indebted and liable to Claimants for the following unliquidated amounts:

A. Fees, costs, expenses, disbursements, and advances (including without limitation, compensation, fees, expenses and disbursements of Claimants and any professionals retained by Claimants;

B. All fees and expenses owed to the Fiscal Agent and Paying Agent as such terms are defined in the Fiscal and Paying Agency Agreement;

¹ Interest on the claim related to the Notes is calculated as of October 9, 2009, which is the date Finance commenced its insolvency proceeding in Canada. The Notes are denominated in British pounds. However, for purposes of calculating the amount of the claim related to the Notes, the amount has been converted to U.S. dollars using the exchange rate of 1.6443.

C. The amount of interest, default interest or defaulted interest, and interest payable on overdue installments of interest at the rates provided in the Notes and Fiscal and Paying Agency Agreement; and

D. Damages for breach of any covenant representation, warranty or other provision of the Fiscal and Paying Agent Agreement.

6. Notices regarding this Global Proof of Claim should be sent to:

Fiscal Agent
Deutsche Bank Luxembourg S.A.
2, Bld Konrad Adenauer
L-1115 Luxembourg
Attn: Coupon Paying Department
Facsimile: 352 47 3136

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB
Attn: Carol Morris
Facsimile: 44 20 7547 0372

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attn: Bruce R. Zirinsky, Esq.
zirinskyb@gtlaw.com
Nancy A. Mitchell, Esq.
mitchelln@gtlaw.com
Telephone: (212) 801-9200
Facsimile: (212) 801-6400

7. Claimants reserve the right to attach or bring forth additional documents supporting the claims and additional documents that may become available after further investigation and discovery.

8. To the extent that Claimants have or may have a right to subrogation under 11 U.S.C. § 509 or any other equitable claim under common law against the Debtor, that right is expressly preserved.

9. Any and all other claims arising in, in connection with and/or related to any and all transactions and/or transfers concerning or related to the Notes and/or the fiscal agent or paying agent (collectively, the "Agent") between or involving the Agent and/or the holders of the Notes and the Debtor, including, but not limited to, any and all written or oral contract, pledge, security interest, lease, guaranty, indemnity, contribution, fiduciary obligation, trust, quasi-contract, property, replevin, conversion, misrepresentation, setoff or fraud, are expressly preserved.

10. This Global Proof of Claim is secured to the extent of any right of setoff, recoupment or other entitlement to security, and except to the extent entitled to administrative priority, this Global Proof of Claim is a general unsecured claim.

11. Claimants expressly reserve the right to (a) amend, clarify, modify, update and/or supplement this Global Proof of Claim at any time and in any respect, including, without limitation, to assert additional claims at law or in equity or additional grounds for its claim and/or to specify the amount of any contingent, unmatured or unliquidated claim as they become non-contingent, matured and/or liquidated, and (b) file additional proofs of claim at any time and in any respect, and replace, amend or supplement this Global Proof of Claim to include any claim at law or in equity. The filing of this Global Proof of Claim shall not be deemed a waiver of any other claim in law or in equity that Claimants may have against the Debtor, its affiliates, or General Motors of Canada Limited or General Motors Nova Scotia Investments Ltd., including, but not limited to, administrative or other priority claims, constructive trust claims,

claims for reimbursement of attorneys' fees and expenses or the right to assert claims that are otherwise warranted in any related action.

12. The filing of this Global Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimants to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving Claimants; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of the Debtor or otherwise; (c) a waiver or release of Claimants' right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimants' right to have final orders in non-core matters entered only after *de novo* review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this Court, with respect to the subject matter of this Global Proof of Claim, any objection or other proceeding commenced in this case against or otherwise involving Claimants; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this Global Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimants.

13. Claimants specifically reserve all procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimants.

14. The holders of the Notes may have separate direct and indirect claims against the Debtor, its affiliates or others which are not included in this Global Proof of Claim, and nothing contained herein shall prejudice such claims.

15. This Global Proof of Claim does not encompass claims that Claimants may have that arise after the Petition Date and are entitled to administrative priority, and Claimants expressly reserve their right to file such claim or any similar claim at the appropriate time.

NY 239,961,674v4